

REMARKS/ARGUMENTS

Claims 9-13, 15-19, and 29-33 are pending in this Application.

By this Amendment, claims 9-12, 15-19, and 29-33 are currently amended.

Applicants respectfully submit that support for the claim amendments can be found throughout the specification and the drawings.

Claims 9-13, 15-19, and 29-33 remain pending in the Application after entry of this Amendment. No new matter has been entered.

In the Office Action, claims 9-13 and 15-19 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 5,412,717 (hereinafter “Fischer”), in view of U.S. Patent Application Publication No. 2002/0029337 (hereinafter “Sudia”), in view of U.S. Patent Application Publication No. 2004/0139327 (hereinafter “Brown”), in further view of U.S. Patent Application Publication No. 2006/0179008 (hereinafter “Tallent”). Claims 29-33 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Brown, in view of U.S. Patent Application Publication No. 2003/0154376 (hereinafter “Hwangbo”), in view of Sudia, and in further view of Tallent.

Claim Rejections Under 35 U.S. C. § 103(a)

Applicants respectfully traverse the rejections to claims 9-13, 15-19, and 29-33 and request reconsideration and withdrawal of the rejections under 35 U.S.C. § 103(a) based on Fischer, Sudia, Brown, Tallent, and Hwangbo. Applicants respectfully submit that Fischer, Sudia, Brown, Tallent, and Hwangbo, either individually or in combination, fail to disclose one or more of the claim limitations recited in each of claims 9-13, 15-19, and 29-33. These differences, along with other differences, establish that the subject matter as a whole of claims 9-13, 15-19, and 29-33 would not have been obvious at the time of invention to a person of ordinary skill in the art.

As reiterated by the Supreme Court in KSR International Co. v. Teleflex Inc. (KSR), 550 U.S. ___, 82 USPQ2d 1385 (2007), the framework for the objective analysis for determining obviousness under 35 U.S.C. § 103 is stated in Graham v. John Deere Co., 383 U.S. 1, 148 USPQ 459 (1966). The factual inquiries enunciated by the Court are as follows:

(A) Determining the scope and content of the prior art;

(B) Ascertaining the differences between the claimed invention and the prior art;

and

(C) Resolving the level of ordinary skill in the pertinent art.

“To support the conclusion that the claimed invention is directed to obvious subject matter, either the references must expressly or impliedly suggest the claimed invention or the examiner must present a convincing line of reasoning as to why the artisan would have found the claimed invention to have been obvious in light of the teachings of the references.” Ex parte Clapp, 227 USPQ 972, 973 (Bd. Pat. App. & Inter. 1985).

Applicants respectfully submit that Fischer, Sudia, Brown, Tallent, and Hwangbo, either individually or in combination, fail to disclose or suggest the limitation recited in amended claim 9 of “**validating**, with the one or more processors associated with the one or more computer systems associated with the second organization, **the authority of the user explicitly defined within the received digital certificate** based on a comparison between the retrieved stored authority information and information included within the received digital certificate representing the maximum payment amount that the user is authorized to request and the plurality of specific payees to whom the user can request payment.” (Emphasis added). In particular, amended claim 9 includes subject matter directed to ensuring non-repudiation of a payment request by verifying that the authority presented by a user in a digital certificate is accurate. As taught in the Application, for example, when requests for payment are received by a financial institution from a certificate holder, the sender of the message incorporating the request for payment may be authenticated by means of the certificate presented. However, whether the request originated from an authenticated user is a separate question from whether the user has authority to make the request. For lack of better alternatives, the recipient of the message incorporating the request for payment and the certificate typically makes the assumption that the person so authenticated has also been authorized to represent and bind the company, which company is assumed to be the person’s employer.

Yet, changes in the status of employment of that person (such as, for example, suspension, demotion, termination or promotion) or of the privileges granted to the certificate

holder (such as signature authority) most often will materially affect the certificate holder's authority to bind his or her employer. Changes to the person's status of employment and/or authority can lag behind the continued use of the certificate. In other words, the person may have been recently terminated or suspended and that change in status may not be reflected in his or her certificate for an indeterminate period of time, thereby exposing the corporation to liability for transactions initiated or otherwise carried out by the employee through the issuance of one or more messages to a corporation's financial service provider (FSP). These issues make fraud on the company relatively easy to accomplish, such as when a recently terminated employee uses an otherwise valid certificate to issue payment requests to an FSP. The FSP may merely verify the validity of the certificate presented and carry out the payment instructions, with little or no recourse available to the company that has become bound by this fraudulent transaction.

An important goal of a FSP in handling such transactions is, therefore, to insure that they are non-repudiable. The goal of non-repudiation is to prove that a particular transaction took place at the behest of a duly authorized representative of a company, so that liability for the transaction stays with the originator of the transaction (the company) and not the party who executed the transaction (the FSP). A non-repudiation feature establishes accountability of information about a particular event or action to its originating entity. This is an important security measure, as users are increasingly called upon to sign contracts for certain transactions or events; and FSPs want assurances that no FSP client will be able to repudiate such events, to thereby shift the liability for the transaction back to the FSP. To insure non-repudiation of transactions carried out by a financial application of the company, FSPs should require that those originating message-based transactions are unambiguously identified and authorized to do so.

Accordingly, amended claim 9 recites validating the authority of the user explicitly defined within the received digital certificate. This is a substantially different process from authenticating a user where the verifier checks whether a digital signature matches a corresponding user. This is also a substantially different process from determining whether a transaction is within the authority of the user, such as comparing transaction info to limits presented in an authorization certificate (e.g., see Sudia). As further recited in amended claim 1, the digital certificate associated with the user includes a first portion configured to enable

authentication of the user by the second organization and a second portion configured to explicitly define authority of the user to request payments. As recited in amended claim 9, the second portion includes a maximum payment amount that the user is authorized to request and a plurality of specific payees to whom the user can request payment. Accordingly, amended claim 9 recites a verification of whether the authority actually presented in the digital certificate confirms with a separate store or authority information.

Applicants respectfully submit that Fischer, Sudia, Brown, Tallent, and Hwangbo, either individually or in combination, fail to disclose or suggest the above limitation. Each of Fischer, Sudia, Brown, Tallent, and Hwangbo, provide different mechanisms for validating authentication and validating a transaction but fail to disclose or suggest the recited manner for validating whether authorization information in a digital certificate actually corresponds to separately stored authorization information as recited in amended claim 9.

Specifically, the Office Action acknowledges that Fischer fails to teach or suggest a list of specific payees and relies upon the teachings of Sudia. In this reliance, the Office Action presents a line of reasoning that Sudia can include “pre-approved counter parties” as indicated in paragraph [0084]. Yet, in paragraph [0073], where Sudia explains the processing when other attributes are included in authorization certificate 56, Sudia merely indicates that the recipient (or verifier) “uses the authorization certificate 56...to verify that the attribute values 57 of transaction 51 fall within the authorized attribute values 58 as specified in the authorization certificate 56.” Accordingly, Sudia does not disclose or suggest a comparison between authorized attribute values 58 in the authorization certificate 56 and a separate independent source of authorization information maintained by a second organizations as recited in amended claim 9 but a simple check that a transaction conforms with the authorized attribute values 58 as specified in the authorization certificate 56. Sudia still assumes that the authorized attribute values 58 as specified in the authorization certificate 56 are valid merely because it is associated with a user signature, a cosigner, or a sponsor signature. Yet, amended claim 9 closes that loophole by storing authority information of users of a first organization independently of authority information incorporated within digital certificates assigned to the users and validating the authority of the user explicitly defined within a digital certificate received with a payment

request based on a comparison between the two sources of authentication information (e.g., a comparison between the digital certificate and the stored authority information).

Accordingly, Applicants respectfully submit that Sudia fails to disclose each and every claim limitation as recited in amended claim 9. Applicants further respectfully submit that none of the cited references cure the above-discussed deficiencies of Sudia, and thus, amended claim 9 is allowable over Fischer, Sudia, Brown, Tallent, and Hwangbo because none of them, either individual or in combination, relate to verification of the authority of a user by a comparison between authority information in digital certificates and separate authority information maintained by a third party.

Applicants respectfully submit that independent claims 15 and 29 are allowable for at least a similar rationale as discussed above for the allowability of claim 9, and others. Applicants respectfully submit that the dependent claims that depend directly and/or indirectly from the independent claims are also allowable for at least a similar rationale as discussed above for the allowability of the independent claims. Applicants further respectfully submit that the dependent claims recite additional features that make the dependent claims allowable for additional reasons.

Unless otherwise specified, amendments to the claims are made for the purposes of clarity, and are not intended to alter the scope of the claims or limit any equivalents thereof.

While Applicants do not necessarily agree with the prior art rejections set forth in the Office Action, these amendments may be made to expedite issuance of the Application. Applicants reserve the right to pursue claims to subject matter similar to those pending before the present Amendment in co-pending or subsequent applications.

CONCLUSION

In view of the foregoing, Applicants believe all claims now pending in this Application are in condition for allowance. The issuance of a formal Notice of Allowance at an early date is respectfully requested.

Further, the Commissioner is hereby authorized to charge any additional fees or credit any overpayment in connection with this paper to Deposit Account No. 20-1430.

If the Examiner believes a telephone conference would expedite prosecution of this application, please telephone the undersigned at 925-472-5000.

Respectfully submitted,

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